13.02.2023

9/12

Works Performance Contract
Ugovor o izvođenju radova

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN
OGRANAK BEOGRAD
AND
DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK

2023.2

THIS SUBCONTRACT has been entered into OVAJ UGOVOR se ugovara između:

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by and between:

Party A:
CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office at Batajnički drum, 3 deo 6a, 11080 Zemun, Serbia, registration No: 29507031, TIN: 109874997, represented by Chen Zhongzheng, legal representative of the branch office (hereinafter: "Party A")

and

Party B:
DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK, duly incorporated pursuant to the law of Republic of Serbia having its registered office in Veternik-Novi Sad, Novosadski put 99, Serbia, registration No: 08345155, TIN: 101660092,
represented by Vladan Radojičić, Director (hereinafter: "Party B")

Whereas:
On July 7, 2018, CRIC-CCCC, together with the Ministry of Transport, Construction and Infrastructure of the Republic of Serbia and Infrastruktura Železnica Srbije doo, signed the Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) (hereinafter: Commercial Contract);

Party A is authorized to assume all civil and track engineering works within the Republic of Serbia, along the Novi Sad - Subotica section - State Border (Kelebija) in terms of the Modernization and Reconstruction Project of the Hungarian-Serbian Railway;
Party A has the desire to engage Party B for the performance of works on facilities: Kisač,

Strana A:
CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD osnovano u skladu sa zakonom Republike Srbije, sa sedištem u Batajničkom drumu, 3 deo 6a, 11080 Zemun, Srbija, matični broj: 29507031 , PIB : 109874997, koju zastupa gospodin Chen Zhongzheng, pravni zastupnik filijale (u daljem tekstu: „Strana A")

i

Strana B:
DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK osnovano u skladu sa zakonom Republike Srbije sa sedištem u Veterniku-Novi Sad, Novosadski put 99, Srbija, matični broj: 08345155, PIB broj:101660092,
koga zastupa Vladan Radojičić, direktor (u daljem tekstu: „Strana B")

S obzirom da:
CRIC-CCCC je 7. jula 2018. godine zajedno sa Ministarstvom saobraćaja, građevinarstva i infrastrukture Republike Srbije i Infrastrukturom Železnica Srbije doo potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji Mađarsko-srpske železnice na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)" (u daljem tekstu Komercijalni ugovor);

Ovlašćena je strana A da na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija), preuzme sve radove na niskogradnji i prugama na Projektu modernizacije i rekonstrukcije mađarsko-srpske železnice);
Strana A, sa željom da angažuje stranu B za izvođenje radova na objektima: Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad I

Zmajevo, Stepanovićevo, TPS Novi Sad and Novi Sad Main Railway Station, on the basis of this Subcontract (hereinafter: "Subcontract Works"), while Party B is ready to assume the execution of the Subcontract Works.

Party B submitted to Party A an Offer for the performance of works dated December 22, 2022 (hereinafter: "Offer").

Following friendly consultations, Party A and Party B are entering into a Contract for works on facilities Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad and the Novi Sad Main Railway Station, (hereinafter: Subcontract) in Novi Sad. The terms and conditions have been stated, as follows, so as to be observed by both parties.

Article 1 Definition

1.1 Commerciai Contract Works: refers to the Project on modernization and reconstruction of the Hungarian-Serbian railway in the territory of the Republic of Serbia section Novi Sad - Subotica - State Border (Kelebija).

1.2 Commercial Contract: refers to the Commercial Contract and annexes as well as additional agreements, amendments, complaints, and other relevant documents that were created during the execution of works between the Contractor and the Client, and in connection with the Project of modernization and reconstruction of the facility. Hungarian-Serbian Railway in the Territory of the Republic of Serbia Section Novi Sad - Subotica - State Border (Kelebija) (hereinafter: the Project), signed on Juiy 7, 2018 by Joint Venture CRIC-CCCC with the Government of the Republic of Serbia and Infrastruktura Srbije Železnice doo.

1.3 Main Contract Works: The scope of the NS-I section of the Offer has been divided

Glavna železnička stanica Novi Sad, na osnovu Ovog Ugovora (u daljem tekstu „Podizvođački radovi"), dok je Strana B spremna da preuzme svo izvršenje Podizvođačkih radova.

Strana B je dostavila Strani A Ponudu za izvođenje radova od 22.12.2022. godine (u daljem tekstu „Ponuda")

Strana A i Strana B sklapaju Ugovor za radove na objektima Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad i Glavna železnička stanica Novi Sad, (u daljem tekstu „Ugovor") u Novom Sadu nakon prijateljskih konsultacija. Usiovi su navedeni kako sledi kako bi ih obe strane trebale poštovati.

Član 1 Definicija

1.1 Komercijalni ugovorni radovi: odnosi se na Projekat modernizacije i rekonstrukcije mađarsko-srpske železnice na teritoriji Republike Srbije deonica Novi Sad - Subotica - Državna granica (Kelebija).

1.2 Komercijalni ugovor: odnosi se na Komercijalni ugovor i anekse kao i dodatne ugovore, izmene, reklamacije i druga relevantna dokumenta koja su nastala tokom izvođenja radova između Izvođača i Naručioca u vezi sa Projektom modernizacije i rekonstrukcije objekta. Mađarsko-srpska železnica na teritoriji Republike Srbije deonica Novi Sad – Subotica – Državna granica (Kelebija) (u daljem tekstu: Projekat), potpisan od strane Joint Venture CRIC-CCCC sa Vladom Republike Srbije i Infrastrukturom Srbije Železnice doo je 07.07.2018.

1.3 Glavni ugovorni radovi: Obim NS-I odeljka ponude ovog ugovora podeljen je na dva dela: niskogradnju i kolosek. Građevinski deo je od Novog Sada do stanice Rovočenac (bez uračunavanja), početna i krajnja

into two parts: civil engineering and track. The civil engineering part is from Novi Sad to Rovochenac Station (excluding), starting and ending km marker Km76+501-km128+849, the length is 52.348 km, while the project content includes the subgrade, bridges, road leveling and erection of the section, housing construction (not including independent four-electric equipment houses and corresponding supporting projects), catenary pillar foundation, cable troughs, pre-embedded pipeline casings, pipeline detection and relocation (including the relocation of pipelines within the railway and local pipelines), demolition of existing facilities, environmental monitoring, and fine-measuring network layout, etc. The track project parts are all track projects except for the Subotica station line.

1.4 Main Contract: means the Main Contract signed by CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD and Party A.

1.5 Subcontract Works: refers to works in accordance with the accepted Offer and Appendix 1.

1.6 Subcontract: refers to this Subcontract, i.e., the contract signed by Party A and Party B for the execution of Subcontract Works consisting of the Subcontract and its Appendices.

1.7 Subcontract Price: refers to the price agreed between Party A and Party B and defined in the Subcontract that Party A will pay to Party B for the completion of all works defined by the Subcontract.

1.8 Day: indicates a calendar day.

1.9 Employer: means the Government of the Republic of Serbia and Infrastruktura Železnica Srbije doo.

kilometraža je Km76+501-km128+849, dužina 52.348km, a sadržaj projekta uključuje podlogu, mostove, nivelaciju puta i podizanje deonica, stambena izgradnja (ne uključujući nezavisne kuće sa četiri električne opreme i odgovarajuće prateće projekte), temelj stubova iančane mreže, korita za kablove, unapred ugrađena kućišta cevovoda, detekciju i premeštanje cevovoda (ukjučujući izmeštanje cevovoda unutar železnice i lokalnih cevovoda) , rušenje postojećih objekata, praćenje stanja životne sredine, fino merna mreža itd. Delovi kolosečnih projekata su svi kolosečni projekti osim kolosečne pruge Subotica.

1.4 Glavni ugovor: znači Glavni ugovor koji su potpisali CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD i Strana A

1.5 Podizvođački radovi: znači radovi u skladu sa prihvaćenom ponudom I Prilogom 1

1.6 Podizvođač: označava ovaj Ugovor, odnosno Ugovor potpisan od strane A i Strane B za izvođenje Podizvođačkih radova koji se sastoji od Ugovora i njegovih dodataka.

1.7 Cena Ugovora: označava cenu dogovorenu između Strane A i Strane B i definisanu u Ugovoru koju će Strana A platiti Strani B za završetak svih radova definisanih u Ugovoru.

1.8 Dan: označava kalendarske dane.

1.9 Investitor: znači Vlada Republike Srbije i Infrastruktura Železnica Srbije doo.

1.10 Prioritet ugovornih dokumenata

Dokumenti koji čine Ugovor treba da se

1.10 Priority of Contract Documents

The documents constituting the Subcontract are mutually explanatory of one another. For the purposes of interpretation and unless otherwise agreed in the Subcontract, the priority of the documents shall be in accordance with the following sequence:
(1) This Subcontract
(2) Commercial Contract
(3) Design Documentation
(4) Bill of Quantities with prices
(5) All written consent, confirmation, memorandum, minutes, and other documents related to the scope of work of the Subcontractor, agreed by the Contractor and the Employer, during the execution of the Commercial Contract and the Subcontract, as well as other documents related to the Project signed by both parties during the Subcontract.

The above-mentioned documents are an integral part of the Subcontract and have the same binding force for both parties. In the event of any difference in understanding or interpretation of the Subcontract, the Commercial Contract, and other agreements between the two parties, the Commercial Contract and the last formed documents shall prevail.
In case of any ambiguity or inconsistency in the contract documentation, both Parties will negotiate with the aim of finding a solution, but this will not affect the progress of the Project.

Article 2 General Provisions
2.1 Party A intends to contract with Party B all works related to the execution of works defined under item 1.5 and APPENDIX 1. Party A warrants to fully fulfill its obligations as defined in the Subcontract in order to ensure the corresponding rights and interests of Party B.

razumeju kao da se međusobno objašnjavaju. Za potrebe tumačenja, osim ako drugačije nije ugovoreno u Ugovoru, prioritet dokumenata će biti u skladu sa sledećim redosledom:

(1) Ovaj ugovor
(2) Komercijalni ugovor
(3) Projektna dokumentacija
(4) Predmer sa cenama
(5) Sva pismena saglasnost, potvrda, memorandum, zapisnik i druga dokumenta koja se odnose na obim poslova Podizvođača koje su Izvođač i Naručilac dogovorili tokom izvođenja Komercijalnog ugovora i Ugovora, kao i druga dokumenta u vezi sa Projektom. potpisane od obe strane tokom perioda trajanja ugovora.

Gore navedeni dokumenti su sastavni deo Ugovora i imaju istu obavezujuću snagu za obe strane. U slučaju bilo kakve razlike u razumevanju ili tumačenju Ugovora, Komercijalnog ugovora i drugih Ugovora između dve strane, Komercijalni ugovor i poslednja formirana dokumenta imaju prednost.

U slučaju bilo kakve nejasnoće ili nedoslednosti u ugovornoj dokumentaciji, obe Strane će pregovarati za rešenje, ali to neće uticati na napredak Projekta.

Član 2. Opšte odredbe
2.1 Strana A, namerava da ugovori sa Stranom B sve radove, vezane za izvođenje radova definisanih u tački 1.5 i DODATKU 1. Strana A ovim garantuje da će u potpunosti ispuniti svoje obaveze definisano u Ugovoru kako bi se osigurala odgovarajuća prava i interesi Strane B.

2.2 Strana B u dovoljnoj meri razume sadržaj i situaciju Komercijalnih ugovornih radova i Podizvođačkih radova, i takođe razume da su

2.2 Party B sufficiently understands the content and situation in the Commercial Contract Works and Subcontract Works and also understands that Party A's responsibilities towards the Employer, in all Subcontract Works, are as defined in the Commercial Contract, are Party B's responsibilities to Party A according to the Subcontract. Party B is prepared to comply with and perform all responsibilities and obligations in connection with the Subcontract Works as defined in the Commercial Contract, unless otherwise specified herein. Party B agrees to perform the Subcontract Works in accordance with the relevant terms and conditions of the Commercial Contract and is prepared to assume the responsibilities and obligations defined herein.

2.3 Based on the above, Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the works in accordance with the Subcontract.

Article 3 Structure of the Subcontract

3.1 This Subcontract consists of the following documents:

(1) Bill of Quantities with prices (Appendix 1)

(2) List of personnel employed by Party B (Appendix 2)

(3) List of mechanization and tools at the construction site and list of devices and materials at the construction site (Appendix 3)

(4) Delimitation of the scope of works (Appendix 4)

(5) Example of guarantee (Appendix 5)

Article 4 Responsibilities of Party A

In accordance with the provisions of the Commercial Contract regarding the provision

odgovornosti Strane A prema Investitor u svim Podizvođačkim radovima kako je definisano u Komercijalnom ugovoru odgovornosti Strane B prema Strani A u Ugovoru . Strana B je spremna da poštuje i izvršava sve odgovornosti i obaveze u vezi sa Ugovorenim radovima kako je definisano u Komercijalnom ugovoru, osim ako ovim Ugovorom nije drugačije određeno. Strana B je saglasna da izvede Podizvođačke radove u skladu sa relevantnim odredbama i uslovima u Komercijalnom ugovoru i spremna je da preuzme odgovornosti i obaveze definisane ovim Ugovorom.

2.3 Na osnovu gore navedenih uslova Strana A saglasna je da poveri Stranu B izvođenje Podizvođačkih radova i da plati Ugovornu cenu prema stvarnom završetku radova u skladu sa Ugovorom.

Član 3. Sastav Ugovora

3.1 Ugovor se sastoji od sledećih dokumenata:

(1) Predmer sa cenama (Dodatak 1)

(2) Spisak osoblja zaposlenih kod Strane B (Prilog 2)

(3) Spisak mehanizacije i alata na gradilištu i spisak uređaja i materijala na gradilištu (Prilog 3)

(4) Razgraničenje delokruga rada (Prilog 4)

(5) Primer garancije (Prilog 5)

Član 4. Odgovornosti Strane A

U skladu sa odredbama Komercijalnog ugovora u vezi sa obezbeđivanjem radilišta od strane Investitora, Strana A će obezbediti Strani B gradilište i pristupni put za nesmetan prolaz do gradilišta tokom perioda izgradnje, kao I priključke struje I vode.

of the construction site by the Employer, Party A will provide Party B with the construction site and an access road for unhindered passage to the construction site during the construction period, as well as electricity and water connections. Costs incurred due to temporary facilities and transportation for the performance of the Subcontract Works shall be borne by Party B. Party B is responsible for the protection and storage of the delivered equipment and materials together with the completed works on site.

Troškove nastale zbog privremenih objekata i prevoza za izvođenje Podizvođačkih radova snosi strana B. Strana B je odgovorna za zaštitu i skladištenje isporučene opreme i materijala zajedno sa završenim radovima na gradilištu.

4.2 Party A will be responsible for internal and external communication and coordination during the execution of Subcontract Works.

4.2 Strana A će biti odgovorna za internu i eksternu komunikaciju i koordinaciju tokom izvođenja Podizvođačkih radova.

4.3 From time to time, Party A will monitor and check Party B's actual progress, quality and security situation. Supervision and inspection by Party A shall not relieve Party B of its responsibility to complete the Subcontract Works in accordance with the requirements of the Subcontract. Party A has the right to require Party B to repair or rework parts that do not meet standards or have been disqualified, or to require Party B to replace unqualified materials and equipment, or unqualified or incompetent personnel of Party B, including Party B's representative. If Party A requires the replacement of Party B personnel, Party B shall send the relevant replacement to the position within 14 days, while the handover time shall not be less than one month.

4.3 Strana A će s vremena na vreme nadgledati i proveravati stvarni napredak, kvalitet i bezbednosnu situaciju Strane B. Nadzor i inspekcija Strane A neće osloboditi Stranu B odgovornosti za završetak Podizvođačkih radova u skladu sa zahtevima iz Ugovora. Strana A ima pravo da zahteva od Strane B da popravi ili preradi delove koji ne ispunjavaju standarde ili se dokaže da su diskvalifikovani, ili da zahteva od Strane B da zameni nekvalifikovane materijale i opremu, ili da zameni nekvalifikovano ili nekompetentno osobije Strane B, uključujući Stranu predstavnik B. Ako Strana A zahteva zamenu osoblja Strane B, Strana B će poslati relevantnu zamenu na poziciju u roku od 14 dana, a vreme primopredaje neće biti kraće od mesec dana.

4.4 In accordance with Party B's written request and plan, Party A shall arrange communication and negotiations regarding design, technology and construction between Party B and the Employer, or its representative, and arrange for Party B to participate in design work meetings, and execution of various work interfaces organized by the Employer.

4.4 U skladu sa pisanim zahtevom i planom Strane B, Strana A će organizovati komunikaciju i pregovore u vezi sa projektovanjem, tehnologijom i konstrukcijom između Strane B i Investitora investitoraili njenog predstavnika, i dogovoriti da Strana B učestvuje na radnim sastancima u vezi sa dizajnom. i izvođenje različitih radnih interfejsa koje organizuje Investitor.

4.5 Strana A će olakšati radnu vezu i koordinaciju između Strane B i drugih radnih

account the time zone applied in the Republic of Serbia, or on a day that is considered a non-working day in accordance with regulations valid in the Republic of Serbia, it will be considered to have been received at 9 AM on the first following working day.

15.5. In the event of a change to contact information from Paragraph 15.1, the party whose contact information has been changed is required to inform the other party of such change no later than the following working day.

Article 16 Language

16.1 All documentation relating to the Contract, all correspondence and communication to be exchanged, and all other documentation to be prepared and delivered under the Contract, shall be written in the English language, and the Contract shall be construed and interpreted in accordance with that language.

16.2 If any of the Contract documents, correspondence or communication is prepared in any language other than the applicable language under Paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

Article 17 Confidential Information

17.1 Party A and Party B shall maintain confidentiality and shall not, without the written consent of the other party, disclose to any third party any documents, data or other information provided directly or indirectly by the other party in connection with the Contract, regardless of whether such information is delivered before, during or after the termination of the Subcontract. 17.2. The Contract is confidential to any third party. Without Party A's written consent, Party B should not disclose design

se smatra neradnog dana u skladu sa propisima koji važe u Republici Srbiji, smatra se da je primljen prvog narednog radnog dana u 09.00 časova.

15.5. U slučaju promene kontakt podataka iz stava 15.1, strana čiji su kontakt podaci promenjeni je dužna da obavesti drugu stranu o takvoj promeni najkasnije narednog radnog dana.

Član 16 Jezik

16.1 Sva dokumentacija o Ugovoru, sva korespondencija i komunikacija koja će se dati, kao i sva druga dokumentacija koja treba da bude pripremljena i dostavljena u okviru Ugovora biće napisana na engleskom jeziku, a Ugovor će se tumačiti i tumačiti u skladu sa tim jezikom.

16.2 Ako je bilo koji od dokumenata o Ugovoru, korespondencije ili komunikacije pripremljen na bilo kom jeziku koji nije važeći jezik prema stavu 16.1 iznad, engleski prevod takvih dokumenata, prepiske ili komunikacije će imati prednost u pitanjima tumačenja.

Član 17. Poverljive informacije

17.1 Strana A i Strana B će čuvati poverljivost i neće, bez pismene saglasnosti druge strane, odavati bilo kojoj trećoj strani bilo koje dokumente, podatke ili druge informacije koje je direktno ili indirektno dostavila druga strana u vezi sa Ugovor bez obzira da li su takve informacije dostavljene pre, tokom ili nakon raskida Ugovora o Ugovoru. 17.2. Ugovor je poverljiv za bilo koju treću stranu. Bez pismene saglasnosti Strane A, Strana B ne bi trebalo da otkrije dokumentaciju o dizajnu ili crteže objekata trećoj strani. Bez pismene saglasnosti Strane A, Strana B ne bi trebalo da otkrije nikakve dokumente ili

4.5 Party A shall facilitate a work relationship and coordination between Party B and other working groups, so that Party B may proceed smoothly in accordance with the approved design and construction plans.

4.6 In case of stoppage or suspension of works caused by Party A's fault, all costs shall be borne by Party A. In case of stoppage or suspension of works caused by Party B's fault, all costs shall be borne by Party B. If the Project is suspended or suffers losses due to the liability of the Employer, or a third party, during the construction process, both parties are liable for themselves.

Article 5 Responsibilities of Party B

1 To adhere to the Subcontract, conscientiously execute and complete all the contents of the Subcontract Works according to the construction time, quality standards and norms according to the Subcontract (Commercial Contract, Main Contract and Subcontract) and instructions received from the Employer or Party A.

Party B is fully liable for the quality of work performed, equipment and materials, construction safety and timely completion of works. If Party B is unable or unwilling to complete the Subcontract Works before the deadline specified in this Subcontract, Party A shall have the right to cancel this Subcontract and appoint another third-party company as Party B to perform the remainder of the works from the Subcontract. If processing is caused by Party B, processing costs shall be borne by Party B.

In accordance with the requirements of Party A, Party B shall submit a detailed project management plan (including construction plan, work plan, quality control plan, safety control plan, supply plan, list of

grupa kako bi Strana B mogla nesmetano da nastavi u skladu sa odobrenim planovima projektovanja i izgradnje.

4.6 U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane A, sve troškove snosi Strana A. U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane B , sve troškove snosi strana B. Ako je projekat obustavljen ili pretrpi gubitke zbog odgovornosti Investitora ili treće strane tokom procesa izgradnje, obe strane su odgovorne za sebe.

Član 5. Odgovornosti Strane B

1 Pridržavati se Ugovora, savesno izvršiti i završiti sve sadržaje radova podizvođača prema vremenu izgradnje, standardima kvaliteta i normama prema Ugovoru (Komercijalni ugovor, Glavni Ugovor i Ugovor) i uputstvima Investitora ili Strane A.

Strana B je u potpunosti odgovorna za kvalitet izvedenih radova, opremu i materijale, sigurnost u izgradnji i blagovremeni završetak radova. Ako Strana B nije u mogućnosti ili neće moći da završi Podizvođačke radove pre roka navedenog u ovom Ugovoru, Strana A ima pravo da otkaže ovaj ugovor i imenuje drugu treću kompaniju kao Stranu B da ispuni ostatak Ugovora Izvođenje radova. Ako preradu izazove Strana B, troškove prerade snosi Strana B.

U skladu sa zahtevima Strane A, Strana B će dostaviti detaljan plan upravljanja projektom (uključujući plan izgradnje, plan rada, plan kontrole kvaliteta i plan kontrole bezbednosti, plan snabdevanja, spisak radnika), kao i svu drugu dokumentaciju koja se zahteva po zakonu i propisima Republike Srbije, u roku od 10 dana od potpisivanja

workers), as well as all other documentation required by law and regulations of the Republic of Serbia, within 10 days of the signing of the Subcontract. The plan will be executed with the approval of Party A.

Party B will provide labor and equipment that meet the construction requirements (regardless of whether it concerns the construction plan or construction quality). If the construction workers and equipment on site do not meet the requirements for construction, Party A has the right to request from Party B an increase in the number of workers and equipment.

5.2 Party B shall, in accordance with associated provisions as foreseen in the Subcontract, assume all responsibilities and obligations of Party A under the Commercial Contract in relation to the Subcontract Works, as well as all responsibilities and obligations of Party A in accordance with applicable laws and regulations, and bears all relevant risks and responsibilities. Party B will be responsible for all materials and works related to assembly works performed by subcontractors for installation and the material structure of construction works, requested by Party B itself, building interfaces related to the structure of the project and/or the Employer's request, maintenance of a warranty for the local part, relevant staff training at the request of the Employer and/or required by the Project, cooperation in temporary work and maintenance of Party B's own work within the warranty period. Party B shall bear all costs and expenses related to the above. During the performance of Subcontract Works, if Party B's conduct or negligence causes Party A to breach the Commercial Contract, or if Party B breaches the Subcontract, Party B shall indemnify Party A for losses incurred thereafter.

5.3 Party B is required to submit to Party A,

Ugovora o Ugovoru. Plan će se izvršiti uz odobrenje Strane A.

Strana B će obezbediti radnike i opremu koji ispunjavaju uslove izgradnje (bilo da se radi o planu izgradnje ili kvalitetu izgradnje). Ako građevinski radnici i oprema na licu mesta ne ispunjavaju uslove za izgradnju, Strana A ima pravo da zahteva od Strane B povećanje broja radnika i opreme.

5.2 Strana B treba, u skladu sa srodnim odredbama kako je to predviđeno u Ugovoru, da preuzme sve odgovornosti i obaveze Strane A prema Komercijalnom ugovoru u vezi sa Podizvođačkim radovima, kao i sve odgovornosti i obaveze Strane A u skladu sa sa važećim zakonima i propisima, i snosi sve relevantne rizike i odgovornosti. Strana B će biti odgovorna za sve materijale i radove koji se odnose na montažu radova podizvođača za instalaciju i materijalnu konstrukciju građevinskih radova, koje zahteva sama Strana B, izgradnju interfejsa u vezi sa konstrukcijom projekta i/ili zahtev Investitora, održavanje garancije lokalnog dela, relevantna obuka osoblja na zahtev Investitora i/ili zahtevana Projektom, saradnja u privremenom radu i održavanju sopstvenog rada Strane B u garantnom roku. Strana B snosi sve troškove i izdatke u vezi sa gore navedenim. U izvršenju Podizvođačkih radova, ako ponašanje ili nemar Strane B prouzrokuje da Strana A prekrši Komercijalni ugovor, ili ako Strana B prekrši Podizvođač, Strana B treba da nadoknadi Strani A za gubitke koji su nastali nakon toga.

5.3 Strana B je u obavezi da mesečno dostavlja Strani A Raspored napretka rada i druge obrasce i dokumente koje može zahtevati Strana A da bi obezbedila završetak

on a monthly level, a Work Progress Schedule, and other forms and documents that may be required by Party A in order to ensure the completion of the Subcontract Works according to the Work Progress Schedule.

5.4 Party B is required to comply with Serbian laws; comply with administrative rules and regulations of local authorities regarding site traffic, construction noise, environmental protection and safety and civility in construction, as well as any other applicable laws or regulations related to the Subcontract Works.

5.5 Party B is required to cooperate and make it suitable for supervision and inspection by the Employer, a representative of the Employer and Party A. In case of exceptional cases or accidents, Party B should immediately notify Party A while taking active and effective remedies.

5.6 Party B is required to provide and employ, at the construction site, qualified workers necessary for the proper and timely execution of the Subcontract. Party B shall be responsible for the employment, transportation, training, lodging, and feeding of all employees and workers necessary for the performance of the Subcontract, and for all payments related thereto. At all times during the Subcontract, Party B shall do its best to prevent any illegal, disorderly, or irregular conduct or behavior by or among its employees and workers.

5.7 Party B shall be fully liable for safety during the Subcontract Works. Party B is required to take all safety measures at the site so as to ensure the safety of adjacent buildings, works, equipment, devices, installations, workers, traffic, the environment and property, safety and security system, so as to ensure the safety of its staff, local employees and workers and

radova podizvođača prema Rasporedu napretka radova.

5.4 Strana B je obavezna da se pridržava srpskih zakona; poštovati administrativna pravila i propise lokalnih vlasti u vezi sa saobraćajem oko gradilišta, građevinskom bukom, zaštitom životne sredine i bezbednošću i uljudnošću u izgradnji, kao i sa svim drugim važećim zakonima ili propisima u vezi sa Ugovorenim radovima.

5.5 Strana B je u obavezi da sarađuje i čini je pogodnim za nadzor i inspekciju Investitora, predstavnika Investitora i Strane A. U slučaju izuzetnih slučajeva ili nesreća, Strana B treba odmah da obavesti Stranu A dok preduzima aktivne i efikasne mere pravnog leka.

5.6 Strana B je u obavezi da obezbedi i zaposli na gradilištu kvalifikovane i radnike koji su neophodni za pravilno i blagovremeno izvršenje Ugovora. Strana B će biti odgovorna za zapošljavanje, prevoz, obuku, smeštaj i ishranu svih zaposlenih i radnika potrebnih za izvršenje Ugovora i za sva plaćanja u vezi sa tim. Strana B će u svakom trenutku tokom trajanja Ugovora učiniti sve što može da spreči bilo kakvo nezakonito, neredovno ili neuredno ponašanje ili ponašanje od strane ili među svojim zaposlenima i radnicima.

5.7 Strana B treba da bude u potpunosti odgovorna za bezbednost u izgradnji radova podizvođača. Strana B će biti u obavezi da preduzme sve mere bezbednosti na Lokaciji kako bi obezbedila bezbednost susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, životne sredine i imovine. sistem bezbednosti i obezbeđenja da obezbedi sigurnost osoblja svog osoblja, lokalnih zaposlenih i radnika i obezbedi im sigurnosnu opremu. Trebalo bi

provide them with safety equipment. It should address the accident that occurred and the problems and damages arising from the accident. (Related losses caused by Party B, such as the Employer, Party A's staff and property, etc., shall be borne by Party B)

5.8 The amount of value added tax calculated in accordance with related laws has not been included in the Subcontract Price. All taxes and fees (including income tax and compulsory social security contributions for Party B's staff), exclusive of VAT, shall be borne by Party B.

5.9 Party B may not subcontract the Subcontract Works to any third party without Party A's written approval.

5.10 During the execution of this Subcontract, Party B will actively cooperate with Party A.

5.11 Party B shall assist Party A in filing out the daily progress record in construction diary and the measurement book during construction works, a record of the construction process, and a record of hidden works, and shall retain image data.

5.12 Party B shall provide safety protective equipment for construction on site.

5.13 In the event of other, new works within Party B's Subcontract Works, Party B will accept Party A's request for construction with the price subject to separate negotiations.

5.14 If Party A should divide this Subcontract into a Contract for the supply of materials and a Contract for the performance of works, Party B will cooperate provided that the terms of the Subcontract and the total price of the Subcontract remain unchanged.

da se posveti nesreći koja se dogodila i problemima i šteti koja proističe iz nesreće. (Povezani gubici uzrokovani od strane B, kao što su Investitor, osoblje i imovina Strane A, itd., snosi strana B)

5.8 Iznos poreza na dodatu vrednost obračunat u skladu sa srodnim zakonima nije uključen u cenu Ugovora. Sve poreze i naknade (uključujući porez na zarade i obavezne socijalne doprinose osoblja Strane B), bez PDV-a, snosi Strana B.

5.9 Strana B ne može da dodeljuje Podizvođačke radove bilo kojoj trećoj strani bez pismenog odobrenja Strane A.

5.10 Tokom izvršenja Ugovora, Strana B će aktivno sarađivati sa Stranom A.

5.11 Strana B je dužna da pomogne strani A u popunjavanju građevinskog dnevnika i građevinske knjige tokom građevinskih radova, evidencije procesa izgradnje i evidencije skrivenih radova i čuva podatke o slici.

5.12 Strana B će obezbediti bezbednosnu zaštitnu opremu za izgradnju na licu mesta.

5.13 Ako postoje drugi, novi radovi u okviru podizvođačkih radova Strane B, Strana B će prihvatiti zahtev Strane A za izgradnju, a o ceni će se pregovarati posebno.

5.14 Ako Strana A treba da podeli ovaj Ugovor na ugovor o nabavci materijala i Ugovor o izvođenju radova, Strana B će sarađivati pod uslovom da uslovi ugovora i ukupna cena ugovora ostanu nepromenjeni.

Član 6 Period izgradnje, Period odgovornosti za nedostatak

Article 6 Construction Period, Defect Liability Period

6.1 The construction period for Party B will be determined according to party A's construction schedule. Party B warrants that the subcontracted project will be completed by July 30, 2023, according to the schedule. The construction period meets the construction deadline agreed between CRIC-CCCC and the Government of the Republic of Serbia and Infrastruktura Železnica Srbije doo.

Party B will commence subcontracting within 7 days after Party A issues an official commencement notice.

Party B shall commence and complete the Subcontract Works in accordance with the construction plan approved by Party A. The extension of the construction period shall be in accordance with the relevant terms and conditions defined in the Commercial Contract and shall be approved by the Employer, or its representative, and Party A. If Party B becomes aware that a delay in the performance of the Subcontract Works within the agreed period is possible or certain, it will notify Party A thereof and make all reasonable efforts to prevent the delay, i.e., measures aimed at eliminating the consequences and reorganizing the dynamics of the execution of Subcontract Works. In the event of a delay in the execution of the Subcontract Works within the agreed term, which is caused by the fault of Party B, Party B is required to assume all reasonable measures, at its own expense, in order to eliminate the consequences of the delay.

Party A has the right to charge Party B the amount of 0.025% of the Subcontract Price, on behalf of penalty for delay in execution of construction works, for each day of delay in fulfilling the assumed obligations, up to the

6.1 Period izgradnje Strane B biće određen prema dinamičkom planu izgradnje Strane A. Strana B obećava da će podugovoreni projekat biti završen do 30. jula 2023. godine, u skladu sa dinamičkim planom. Period izgradnje ispunjava uslove perioda izgradnje CRIC-CCCC sa Vladom Republike Srbije i Infrastruktura Železnica Srbije doo.

Strana B će započeti poslove podugovaranja u roku od 7 dana nakon što Strana A izda zvanično obaveštenje o početku rada.

Strana B će započeti i završiti Podizvođačke radove u skladu sa Planom izgradnje koji je odobrila Strana A. Produženje perioda izgradnje će biti u skladu sa relevantnim odredbama i uslovima definisanim u Komercijalnom ugovoru i biće odobreno od strane Investitora Investitoraili njegovog predstavnika i Strana A. Ako Strana B postane svesna da je kašnjenje u izvođenju Podizvođačkih radova u dogovorenom roku moguće ili izvesno, obavestiće Stranu A o tome i uložiti sve razumne napore da spreči kašnjenje, tj. mere za otklanjanje posledica i reorganizaciju dinamike u izvođenju Podizvođačkih radova. U slučaju kašnjenja u izvršenju Podizvođačkih radova u ugovorenom roku, koje je prouzrokovano krivicom Strane B, Strana B je dužna da o svom trošku preduzme sve razumne mere u cilju otklanjanja posledica. od kašnjenja.

Strana A ima pravo da naplati Strani B iznos od 0,025% Ugovorne cene kao penali za kašnjenje u izvršenju gradjevinskih radova za svaki dan kašnjenja u ispunjenju ustupljenih obaveza, do maksimalnog iznosa takve likvidirane štete od 5% Ugovora Cena.

maximum amount of 5% of the Subcontract Price.

6.2. Party B is liable for defects in the performed works and delivered goods, for a period of 12 months from receipt of the works, i.e., 12 months from receipt of the Taking-Over Certificate (defect liability period). The warranty period is 2 year in accordance with the reasonable life expectancy specified in Serbian national laws and regulations, industrial regulations and design documentation.

Any deficiency in the performance of the Subcontracted Works will be eliminated by Party B at its own expense.

Party A is entitled to retain 5% of the accepted Subcontract amount as a guarantee for the performance of the above works, until the end of the defect liability period within 1 year. Retention money is 5% of the Subcontract Price. Starting from the first payment period, the Contractor will deduct 5% from each payment period, for each period corresponding to the payment confirmation for completed works, until the total amount of money withheld reaches the agreed percentage. The calculated retention money does not include the advance payment and the deducted amount. Retention money is not interest-bearing.

If Party B does not remove the defects within the specified period, which is stated in the mutually agreed and signed report, Party A has the right to remove the defects itself or by engaging a third party at Party B's expense.

In the event of Party B's failure to fulfill its obligations during the Defect Liability Period, Party A is entitled to retain the Retention Money but only in the amount of the damage incurred and is required to return the difference to Party B upon expiry of the

6.2. Za nedostatke u izvedenim radovima i isporučenim dobrima odgovorna je strana B u periodu od 12 meseci od prijema radova, odnosno 12 meseci od prijema Potvrde o preuzimanju (Period odgovornosti za nedostatke). Garantni period je 2 godina u skladu sa razumnim vekom trajanja koji je naveden u srpskim nacionalnim zakonima i propisima,industrijskim propisima i projektnoj dokumentaciji.

Svaki nedostatak u izvršenju Ugovorenih radova Strana B će otkloniti o svom trošku.

Strana A ima pravo da zadrži 5% prihvaćenog iznosa Ugovora kao garanciju za izvođenje gore navedenih radova, do kraja perioda odgovornosti za nedostatak u period od 1 godine. Novac za zadržavanje iznosi 5% od cene Ugovora. Izvođač će, počevši od prvog perioda plaćanja, odbijati od svakog perioda plaćanja 5% od iznosa plaćanja Ugovora za svaki period koji odgovara potvrdi o uplati za završene radove, sve dok ukupan iznos zadržanog novca ne dostigne ugovoreni iznos ili proporciju. Obračunati iznos retencionog novca ne uključuje uplatu akontacije i iznos odbitka. Retencioni novac ne nosi kamatu.

Ako Strana B ne otkloni nedostatke u navedenom roku koji je konstatovan u međusobno dogovorenom i potpisanom izveštaju, Strana A ima pravo da sama otkloni nedostatke ili angažovanjem trećeg lica o trošku Strane B.

U slučaju neuspeha Stranke B da ispuni obaveze tokom Perioda odgovornosti za nedostatak, Strana A ima pravo da zadrži Retencioni novac, ali samo u iznosu nastale štete i obavezuje se da vrati razliku Strani B po isteku. perioda odgovornosti za nedostatak.

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Defect Liability Period.

After the issuance of the Taking-Over Certificate, Party B has the right to replace the retention money with a maintenance bond. The submitted maintenance bond should be in the amount of 5% of the accepted amount of the Subcontract, with a validity period of 28 days longer than the Defect Liability Period. Party A is required to return the Retention Money to Party B after receipt of the maintenance bond.

Nakon izdavanja Potvrde o preuzimanju podizvođačkih radova, Strana B ima pravo da zameni novac za zadržavanje sa bankovnom garancijom čime se obezbeđuje otklanjanje nedostataka u garantnom roku. Dostavljena bankarska garancija za nedostatke u garantnom roku treba da bude u iznosu od 5% od prihvaćenog iznosa ugovora sa rokom važenja 28 dana dužim od roka odgovornosti za nedostatak. Nakon dostavljanja navedene garancije, Strana A ima obavezu da vrati Retencioni novac Strani B.

The bond described in this article must contain a clause stating that it is irrevocable, unconditional and payable on first call, without objection, according to international rules URDG 758.

Bankarska garancija opisana u ovom članu mora imati klauzulu da je neopoziva, bezuslovna i plativa na prvi poziv bez prigovora prema međunarodnim pravilima URDG 758.

Article 7 Subcontract Price and Payment Terms

7.1 This Subcontract contains fixed unit prices, and the approximate amount of the Subcontract is EUR 1.131.070,48.

Član 7. Cena Ugovora i uslovi plaćanja

7.1 Ovaj ugovor je sa fiksnim jediničnim cenama, i okvirni iznos ugovora je 1.131.070,48 evra.

Party B fully understands and has inspected the location. All offered works, due to possible ignorance or misunderstanding of location conditions, are considered included in the Offer, except positions 3.2.1. and 3.2.2. from the Main Plateau project 9.6.1. (due to the inability to see the condition of the site) and except for new orders for projects issued by the owner and supervisor.

Strana B u potpunosti razume i pregleda lokaciju na licu mesta. Svi ponuđeni radovi zbog mogućeg nepoznavanja ili nerazumevanja uslova lokacije smatraju se uključenim u Ponudu, osim pozicije 3.2.1. i 3.2.2. iz projekta Glavni plato 9.6.1. (zbog nemogućnosti uvida u stanje lokacije) i osim novih naloga za projekte koje izdaju vlasnik i supervizor.

The final calculation of the engineering quantity depends on the measurement book and the actual acceptance of the Subcontract Works on site.

Konačno obračunavanje inženjerske količine zavisi od građevinskih knjiga i stvarnog prihvatanja Ugovorenih radova na licu mesta.

The Subcontract Price includes all obligations of Party B under this Subcontract, namely construction machinery, equipment, materials (except marble) and losses, labor,

Ugovorna cena uključuje sve obaveze Strane B po ovom ugovoru, odnosno građevinsku mehanizaciju, opremu, materijale (osim mermera) i gubitke, rad, montažu, prijem završetka i inženjersko ispitivanje i ispitivanje potrebno za završetak projekta. , otklanjanje

installation, acceptance of completion and engineering testing and testing necessary to complete the project, debugging, repair and other costs. Contract projects according to engineering standards. Quality and safety inspection fees, security protection fees, management fees, temporary transition fees, project maintenance fees, insurance fees, profits, etc. The Subcontract Price will be stated in the EUR, and payments will be made in RSD countervalue at the middle exchange rate of the National Bank of Serbia in force on the date of issuance of the IPC.

7.2 The unit prices of the various items in the Subcontract Works are the corresponding unit prices specified in Article 3.1 (1) (Appendix 1). Payment is calculated according to the unit price in the attached Appendix 1. Items that are included in the design documentation for the construction drawings, but are not shown in the "Bill of Quantities" in Appendix 1, are not considered included in Appendix 1 and will be defined in an annex to the Subcontract.

7.3 Party B will, by the 10th day of each month, submit to Party A a list of works that were performed during the previous month (application form submitted by Party A). The list of works must be confirmed by Party A.
After confirmation, Party B will submit an invoice - an interim certificate that complies with the regulations. The interim / final payment certificate is prepared on a monthly basis according to the completed work flow and unit prices from the Bill of Quantities, which represents Appendix 1.

After delivery of the interim / final payment certificate, Party A will perform a control, within 14 days, as to whether the interim / final payment certificate has been issued in accordance with the performed works and other conditions of this Subcontract. If the interim / final payment certificate is not compatible with the performed works and

grešaka, popravka kvarova i drugi troškovi. Ugovorni projekti po inženjerskim standardima. Naknade za inspekciju kvaliteta i bezbednosti, naknade za zaštitu bezbednosti, naknade za upravljanje, naknade za privremeni prelaz, naknade za održavanje projekta, naknade za osiguranje, profit, itd. Ugovorna cena će biti navedene u evrima, a plaćanja će se vršiti u dinarskoj protivvrednosti po srednjem kursu Narodne banke Srbije na snazi na dan izdavanja privremene situacije.

7.2 Jedinične cene različitih artikala u Podizvođačkim radovima su odgovarajuće jedinične cene navedene u članu 3.1 (1) (Prilog1), Plaćanje se obračunava po jediničnoj ceni u priloženom Prilogu 1. Stavke koje su ukijučene u projektnu dokumentaciju građevinskih crteža, ali nisu prikazane u „Predmeru količina" u Prilogu 1, ne smatraju se ukijučenim u Prilogu 1, i biće definisane aneksom Ugovora.

7.3 Strana B će, do 10tog dana u svakom mesecu, dostaviti Strani A listu radova koji su izvršeni u prethodnom mesecu (prijavni formular dostavljen od Starne A). Lista radova mora biti potvrđena od Strana A.
Nakon potvrde, Strana B će dostaviti račun – privremenu situaciju koja je u skladu sa propisima. Privremena / konačna situacija izrađuje se na mesečnom nivou prema ostvarenom toku radova i jediničnim cenama iz Predmera, koji predstavlja Prilog 1.

Strana A će nakon dostavljanja Privremena / konačna situacija izvršiti kontrolu u roku od 14 dana, da li je Privremena / konačna situacija izdata u skladu sa izvedenim radovima i drugim uslovima ovog Ugovora. Ukoliko Privremena / konačna situacija nije kompatibilna sa izvedenim radovima i drugim uslovima ovog Ugovora, Strana A može prigovoriti i vratiti ga Strani B na ispravku. U suprotnom, Strana A je dužna da

other terms of this Subcontract, Party A may object and return it to Party B for correction. Otherwise, Party A is required to certify the interim / final payment certificate within the period foreseen by this paragraph.

Party A will effect payment to Party B within 30 days of receiving the interim / final payment certificate.

If the work performed by Party B does not meet the requirements of the Subcontract or design, payment may be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

If Party B fails to perform the work or perform its obligations under the Subcontract, and Party A has notified Party B, it may retain the value of the work or obligation until the work or obligation is performed.

7.4 Party B warrants to provide Party A with an advance payment guarantee by means of a bill of exchange and an endorsement letter that will be registered with a commercial bank and the National Bank of Serbia, which will be issued after the signing of the Subcontract and will be returned after the justification of the advance.

7.5 Party B will provide Party A with an advance payment guarantee by means of a bill of exchange and an endorsement letter that will be registered with a commercial bank and the National Bank of Serbia, within 3 days of signing the Subcontract. The endorsement letter will amount to 30% of the estimated contracted price. Within 7 days of receiving the registered bill of exchange, Party A will pay Party B an advance of 30% of the estimated Subcontract Price. Advances are justified through interim certificates that are submitted after receiving the advance,

u roku predviđenom ovim stavom overi Privremenu / konačnu situaciju.

Strana A će platiti Strani B u roku od 30 dana nakon prijema Privremene / konačne situacije.

Ako posao koji je izvršila strana B ne ispunjava usiove ugovora ili dizajna, plaćanje se može privremeno odbiti za ovaj deo troškova, a ovaj deo troškova neće biti obračunat i plaćen dok se deo posla ne završi i ispunjava uslove.

Ako Strana B ne izvrši posao ili ne izvrši svoje obaveze u skladu sa ugovorom, a Strana A je obavestila Stranu B, može zadržati vrednost posla ili obaveze dok se posao ili obaveza ne izvrši.

7.4 Strana B se obavezuje da dostavi Strani A menicu I menično ovlašćenje koja će biti regisrovana kod poslovne banke I Narodne banke Srbije, za povraćaj avansa, koja će biti izdata nakon potpisivanja Ugovora i biće vraćene nakon opravdanosti avansa.

7.5 Strana B će strani A obezbediti garanciju za avansno plaćanje putem menice i meničnog ovlašćenja koja će biti regisrovana kod poslovne banke I Narodne banke Srbije, u roku od 3 dana od potpisivanja Ugovora. Menično ovlašćenje će iznositi 30% od procenjene ugovorene cene. U roku od 7 dana od prijema registrovane menice, Strana A će platiti Strani B avans od 30% od procenjene cene ugovora. Opravdanje avansa se vrši kroz privremene situacije koje se podnose nakon prijema avansa, počev od prve Privremene situacije. Stopa opravdanosti je 35% (tridesetpet procenata) svake privremene situacije do potpune otplate iznosa akontacije. Ako avans ne bude

starting with the first interim certificate. The justification rate is 35% (thirty-five percent) of each interim certificate until the full payment of the advance payment. If the advance is not repaid in full by the date of issue of the taking-over certificate, and before the Subcontract is terminated due to force majeure or other reasons, the balance of the advance that is not fully repaid will be deducted from the amount of any contingent liability towards Party B.

Article 8 Request for Variation and Compensation

8.1. Terms of contractual variations:
In case of major variations in the Commercial Contract, the relevant part of the Subcontract shall vary accordingly.

8.2 Any changes made by the subcontractor to this project must be in accordance with the relevant provisions of the Commercial Contract.

in the event of an adjustment to the price of the Commercial Contract, or a change in the construction period, the Subcontract Price, or construction period, will be adjusted accordingly in light of the adjustment of the price and construction period made in the Commercial Contract.

8.3 If a request for compensation occurs within the framework of the Subcontract Works and the request is approved by the Employer through the joint efforts of Party A and Party B, the parties agree to seek compensation from the Employer in proportion to actual costs.
8.4 Regarding variations, price adjustments, claims for compensation or extension of the construction period, Party B will do a good job of collecting basic data, organizing, and keeping archives and providing them to Party A, as required.

Article 9 Standard Specifications, Final

otplaćen u celosti do dana izdavanja Potvrde o prijemu radova i pre nego što je ugovor raskinut zbog više sile ili drugih razloga, ostatak avansa koji nije u potpunosti otplaćen će se odbiti od iznos bilo koje nepredviđene obaveze prema Strani B.

Čian 8 Zahtev za varijaciju i kompenzaciju

8.1. Uslovi ugovornih varijacija:
U slučaju velikih varijacija u Komercijalnom ugovoru, odgovarajući deo Ugovora će varirati u skladu sa tim.

8.2 Sve izmene koje izvrši podizvođač na ovom projektu moraju biti u skladu sa relevantnim odredbama u Komercijalnom ugovoru.

U slučaju usklađivanja cene Komercijalnog ugovora ili promene roka izgradnje Komercijalno ugovornih radova, Podizvođačka cena ili period izgradnje biće usklađeni shodno tome u svetlu usklađivanja cene i perioda izgradnje izvršenog u Komercijalnom ugovoru.

8.3 Ako se zahtev za nadoknadu javi u okviru Ugovorenih radova i zahtev je odobrio Investitor zajedničkim naporima Strane A i Strane B, Strane su saglasne da traže nadoknadu od investotira srazmerno stvarnim troškovima.

8.4 Za pitanja varijacija, prilagođavanja cene, zahteva za kompenzaciju ili produženja perioda izgradnje, Strana B će dobro obaviti posao prikupljanja osnovnih podataka, uređenja i čuvanja arhive i dostaviti ih Strani A prema potrebi.

Član 9 Standardne specifikacije, konačni prijem i garancija kvaliteta
9.1 Inženjerski standardi i specifikacije u vezi sa Ugovorenim radovima kako je navedeno u

Acceptance and Quality Assurance

9.1 The engineering standards and specifications relating to the Subcontract Works as set out in the Commercial Contract, shall apply to the Subcontract Works.

9.2 Party B shall make good preparations for final acceptance as requested by the Employer. Party B will present the complete completion documentation provided to Party A. The Employer issues a final settlement certificate for acceptance of the Subcontract Works to Party A.

Article 10 Site Cleaning

10.1 During the performance of the Subcontract, Party B shall keep the site reasonably clear of all unnecessary obstructions, store or remove excess materials, remove wreckage, rubbish, or temporary works from the site, and remove any equipment no longer required for the performance of the Subcontract.

10.2 Upon completion of all works under this Subcontract, Party B shall remove all its wreckage, rubbish, and debris, of any kind, from the site and leave the site in a clean and safe condition.

Article 11 Force Majeure

11.1 "Force Majeure" means any event beyond the reasonable control of Party A or Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the affected party, and includes, without limitation, the following:

(a) war, hostilities or warlike operations (whether or not a state of war has been declared), invasion, act of a foreign enemy, civil war;

(b) uprising, revolution, insurrection, sedition, usurpation of civil or military authority, conspiracy, rebellion, civil commotion, acts of terrorism;

Komercijalnom ugovoru se primenjuju na Ugovorene radove.

9.2 Strana B će se dobro pripremiti za konačno prihvatanje kako to zahteva Investitor. Strana B će predstaviti kompletnu dokumentaciju o završetku sa dostavljenom Strani A. Za konačno prihvatanje za završetak Ugovorenih radova, potvrdu o konačnom prijemu za Ugovorene radove izdatu od strane Investitora Strani A.

Član 10. Čišćenje lokacije

10.1 Tokom izvršavanja Ugovora, Strana B će održavati gradilište razumno slobodnim od svih nepotrebnih prepreka, skladištiti ili uklanjati višak materijala, uklanjati olupinu, smeće ili privremene radove sa gradilišta i uklanjati bilo koju Stranu Oprema B-a više nije potrebna za izvršenje Ugovora.

10.2 Nakon završetka svih radova po ovom Ugovoru, Strana B će ukloniti i ukloniti svu svoju olupinu, smeće i ostatke bilo koje vrste sa gradilišta i ostaviti gradilište u čistom i bezbednom stanju.

Član 11. Viša sila

11.1 „Viša sila" znači svaki događaj van razumne kontrole Strane A ili Strane B, zavisno od slučaja, i koji je neizbežan bez obzira na razumnu pažnju pogođene strane, i uključuje, bez ograničenja, sledeći:

(a) rat, neprijateljstva ili ratne operacije (bilo da je ratno stanje proglašeno ili ne), invazija, čin stranog neprijatelja, građanski rat;

(b) pobuna, revolucija, ustanak, pobuna, uzurpacija civilne ili vojne vlasti, zavera, pobuna, građanski metež, teroristički akti;

(c) konfiskaciju, nacionalizaciju, mobilizaciju, zauzimanje ili rekviziciju od strane ili po

(c) confiscation, nationalization, mobilization, seizure or requisition by, or at the order of, any government or de iure or de facto authority or ruler or any other act or omission of any local state or national authority;

(d) strike, sabotage, embargo, restriction of imports, congestion of ports, lack of usual means of public transport and communication, industrial dispute, shipwreck, lack or restriction of electricity supply, epidemics, quarantine, plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning or other adverse weather conditions, nuclear and pressure waves or other natural or physical disasters;

(f) shortage of labor, materials or utilities when caused by circumstances which are themselves force majeure.

11.2 If either party is prevented, hindered, or delayed in or on the performance of any of its obligations under the Subcontract due to force majeure, then it shall notify the other in writing of the occurrence of such an event and its circumstances within three (3) days of the occurrence.

11.3 The party giving such notice shall be excused from the performance, or proper performance, of its obligations under the Subcontract for the duration of the relevant force majeure event, and to the extent that that party's performance is prevented, hindered, or delayed.

11.4 The party or parties affected by the force majeure event shall use reasonable efforts to mitigate its effect on the

nalogu bilo koje vlade ili de jure ili de facto vlasti ili vladara ili bilo koji drugi čin ili propust bilo koje lokalne državne ili državne vlasti;

(d) štrajk, sabotaža, embargo, ograničenje uvoza, zagušenje luka, nedostatak uobičajenih sredstava javnog prevoza i komunikacija, industrijski spor, brodolom, nedostatak ili ograničenje snabdevanja električnom energijom, epidemije, karantin, kuga;

(e) zemljotres, klizište, vulkanska aktivnost, požar, poplava ili poplava, plimni talas, tajfun ili ciklon, uragan, oluja, munja ili drugi nepovoljni vremenski uslovi, nuklearni talasi i talasi pritiska ili druge prirodne ili fizičke katastrofe;

(f) nedostatak radne snage, materijala ili komunalnih usluga kada je uzrokovan okolnostima koje su uzrokovane okolnostima koje su same po sebi viša sila,

11.2 Ako je bilo koja strana sprečena, ometana ili odložena u ili u izvršavanju bilo koje svoje obaveze po Ugovoru usled više sile, onda će drugu u pisanoj formi obavestiti o nastanku takvog događaja i njegovim okolnostima u roku od tri (3) dana nakon nastanka takvog događaja.

11.3 Strana koja je daia takvo obaveštenje biće oslobođena izvršavanja ili tačnog izvršavanja svojih obaveza prema Ugovoru sve dok traje relevantni događaj Više siie i u meri u kojoj je izvršenje takve strane sprečeno, ometano ili odloženo.

11.4 Strana ili strane koje su pogođene slučajem više sile će uložiti razumne napore da ublaže njegov efekat na izvršenje Ugovora i da ispune svoje ili svoje obaveze prema Ugovoru, ali ne dovodeći u pitanje pravo bilo koje strane da raskine ugovor Podizvođač.

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performance of the Subcontract and to fulfill their obligations under the Subcontract, without prejudice to the right of either party to terminate the Subcontract.

11.5 A delay or default by either party caused by the occurrence of any force majeure event shall:

(a) constitute a default or breach of the Subcontract; or

(b) give rise to any claim for damages or additional costs or expenses caused thereby, if and to the extent that such delay or failure is caused by the occurrence of a force majeure event.

11.6 If the execution of the Subcontract is significantly prevented, hindered, or delayed for a period longer than sixty (60) days or a total period longer than one hundred twenty (120) days due to one or more events of force majeure during the validity of the Subcontract, the parties will try to develop a mutual satisfactory resolution, otherwise either party may terminate the Subcontract by giving notice to the other.

Article 12 Liability for Breach of Subcontract
12.1 Breach of Subcontract
12.1.1 In the event that Party A fails to comply with the Subcontract or fails to fulfill its obligations under the Subcontract, Party A shall be liable for breach of the Subcontract and compensate Party B for its economic losses due to the breach.

12.1.2 In the event that Party B fails to fulfill its obligations specified in the Subcontract or fails to fulfill its obligations specified in the Subcontract, Party B shall be liable for breach of the Subcontract and compensate Party A for its economic losses due to the breach.

12.2 In the event that Party B's breach of

11.5 Nikakvo kašnjenje ili neizvršenje od strane bilo koje strane uzrokovano pojavom bilo kog slučaja Više sile neće:

(a) predstavlja neizvršenje ili kršenje Ugovora; ili

(b) dovesti do bilo kakvog zahteva za odštetu ili dodatne troškove ili troškove koji su time izazvani, ako i u meri u kojoj je takvo kašnjenje ili neizvršenje uzrokovano pojavom događaja više sile.

11.6 Ako je izvršenje Ugovora značajno sprečeno, ometano ili odloženo za jedan period duži od šezdeset (60) dana ili ukupan period duži od sto dvadeset (120) dana zbog jednog ili više događaja sile Viša situacija tokom važenja Ugovora, strane će pokušati da razviju obostrano zadovoljavajuće rešenje, u suprotnom bilo koja strana može da raskine Ugovor davanjem obaveštenja drugoj.

Član 12. Odgovornost za kršenje ugovora

12.1 Kršenje ugovora
12.1.1 U slučaju da Strana A ne ispoštuje Ugovor ili ne ispuni svoje obaveze predviđene Ugovorom, Strana A će biti odgovorna za kršenje Ugovora i nadoknaditi Strani B za njene ekonomske gubitke zbog kršenja.

12.1.2 U slučaju da Strana B ne ispuni svoje obaveze navedene u Ugovoru ili ne ispuni obaveze navedene u Ugovoru, Strana B će biti odgovorna za kršenje Ugovora i nadoknaditi Strani A za njene ekonomske gubitke zbog kršenja.

12.2 U slučaju da je kršenje Ugovora zbog neizvršenja obaveza Strane B izazvalo kršenje ugovora kao Strane A za Investitora,

Subcontract has caused Party A's breach towards the Employer, resulting in a penalty imposed by the Employer on Party A, Party B shall bear the loss suffered by Party A in the form of a penalty imposed by the Employer.

12.3 Neither party shall be liable for any special, incidental, indirect, consequential loss (including but not limited to loss of profit or revenue, business opportunity or damage to business relationships, loss of data) due to or in connection with this Subcontract.

12.4 If Party B's fault causes damage to the design, materials, engineering equipment and public facilities, Party B shall bear the cost of repair.

12.5. If Party B does not take production safety measures in accordance with regulations, or there are hidden dangers in production safety, it will remove it immediately. Party A has issued a written instruction requesting correction, and Party A has the right to impose penalties on Party B if the content of the correction is not corrected or the correction has not been implemented.

12.6 In the event of Party B's subsequent breach of the Subcontract, Party A may notify Party B of immediate Subcontract termination. Upon termination of the Subcontract, Party A may send personnel to the site, organize additional personnel, or outsource the work to other contractors. However, this action by Party A does not relieve Party B of its liability for breach of Subcontract, nor does it affect Party A's right to claim under the Subcontract.

12.6.1 Party B privately transfers all or part of the rights from the Subcontract to another person, or privately transfers all or part of the obligations from the Subcontract

što rezultira kaznom Stranke A koju je nametnuo Investitor, Strana B će snositi gubitak koji je pretrpela Strana A kao kaznu izrečenu od strane Investitor.

12.3 Nijedna od strana neće biti odgovorna za bilo kakav poseban, slučajan, indirektan, posledičan gubitak (uključujući, ali ne ograničavajući se na gubitak dobiti ili prihoda, poslovne prilike ili štetu u poslovnim odnosima, gubitak podataka) zbog ovog Ugovora ili u vezi sa ovim Ugovorom.

12.4 Ako greška Strane B prouzrokuje štetu na projektu, materijalima, inženjerskoj opremi i javnim objektima, Strana B snosi troškove popravke.

12.5. Ukoliko Strana B ne preduzme mere bezbednosti proizvodnje u skladu sa propisima ili postoje skrivene opasnosti u bezbednosti proizvodnje, ona će to odmah otkloniti. Strana A je izdala pismenu instrukciju tražeći ispravku, a Strana A ima pravo da izrekne kazne Strani B ako sadržaj ispravke nije ispravljen ili ispravka nije na mestu.

12.6 U slučaju sledećeg kršenja ugovora od strane Strane B, Strana A može obavestiti Stranu B da odmah raskine ugovor. Nakon raskida ugovora, Strana A može poslati osoblje na gradilište, organizovati dodatno osoblje ili poveriti drugim izvođačima radova. Međutim, ova radnja Strane A ne oslobađa od odgovornosti Strane B za kršenje ugovora, niti utiče na pravo Strane A na potraživanje u skladu sa ugovorom.

12.6.1 Strana B privatno prenosi sva ili deo prava iz ugovora na drugo lice, ili privatno prenosi sve ili deo obaveza iz ugovora na drugo lice.

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to another person.

12.6.2 Party B uses unqualified materials or engineering equipment and the quality of the engineering does not meet standard requirements and refuses to remove the unqualified engineering;

12.6.3 During the warranty period, Party B fails to repair the content of the defect list specified in the project acceptance certificate, or defects that occurred during the warranty period, and refuses to repair it in accordance with Party A's instructions;

12.6.4 Party B is unable to continue to perform or expressly indicates that it will not perform or has substantially ceased to perform the Subcontract;

12.6.5 Other situations in which Party B does not fulfill its obligations as agreed in the Subcontract.

12.6.6 Upon termination of the Subcontract, Party A shall assess the value of work actually completed by Party B, suspend all payments to Party B and verify all payments and deductions, including liquidated damages payable by Party B.

12.6.7 After Subcontract termination, Party A has the right to claim against Party B for losses caused to Party A due to termination of the Subcontract. After the parties confirm the above-mentioned balances, they will issue a final settlement certificate for the settlement of all contractual payments.

12.6.8 If Party A and Party B do not reach a settlement agreement after the termination of the Subcontract and a dispute arises, the dispute shall be resolved as agreed hereunder.

Article 13 Dispute Resolution and Applicable Laws

12.6.2 Strana B koristi nekvalifikovane materijale ili inženjersku opremu, a kvalitet inženjeringa ne ispunjava standardne zahteve i odbija da ukloni nekvalifikovani inženjering;

12.6.3 Tokom garantnog perioda, Strana B ne uspe da popravi sadržaj liste grešaka naveden u sertifikatu o prihvatanju projekta ili kvarove koji su nastali tokom garantnog roka, i odbije da ga popravi u skladu sa uputstvima Strane A;

12.6.4 Strana B nije u mogućnosti da nastavi da izvršava ili izričito ukazuje da neće izvršiti ili je suštinski prestala da izvršava ugovor;

12.6.5 Ostale situacije u kojima Strana B ne izvršava svoje obaveze kako je dogovoreno u ugovoru.

12.6.6 Nakon raskida ugovora, Strana A će proceniti vrednost posla koji je stvarno završila Strana B, suspenduje sve isplate Strani B i proverava sve isplate i odbijene iznose, uključujući likvidiranu štetu koju Strana B treba da plati.

12.6.7 Nakon raskida ugovora, Strana A ima parvo da potražuje Stranu B za gubitke prouzrokovane Strani A zbog raskida ugovora. Nakon što ugovorne strane potvrde gore pomenuta stanja, izdaće potvrdu o konačnom poravnanju za izmirenje svih ugovornih plaćanja.

12.6.8 Ako Strana A i Strana B ne postignu sporazum o poravnanju nakon raskida ugovora i dođe do spora, spor će biti rešen kako je dogovoreno u ugovoru.

Član 13. Rešavanje sporova i važeći zakoni

13.1 U slučaju spora u toku izvršenja

13.1 In the event of a dispute during the execution of the Contract, the two parties shall consult each other in a friendly manner. In case of failure to consult each other, either of the two parties may initiate the case in accordance with the rules of arbitration. The place of arbitration is the Chamber of Commerce of Serbia. The arbitration shall be final and binding on both parties. The costs of arbitration shall be borne by the losing party. During the arbitration, both parties will respectively fulfill their obligations and responsibilities under the Contract.

13.2 The laws of Serbia are appiicabie to the establishment, effectiveness, explanation, execution, and resolution of disputes in connection with the Contract.

Article 14 Validity, cancellation, and termination of the Contract

14.1 The Contract enters into force from the date when the Contract is signed by the authorized signatories of both parties, sealed with both corporate seals. This Contract will be terminated after both parties have fulfilled their obligations and responsibilities.

14.2 The Contract will be canceled or terminated under the following circumstances:

(1) The Contract becomes impossible to perform due to force majeure;

(2) The Commercial Contract has been terminated;

(3) Both parties agree to terminate the Contract.

in the event of the 3 cases mentioned above, the two parties shall consult regarding reaching a solution.

Article 15 Notifications

Ugovora, dve strane će se međusobno konsultovati na prijateljski način. U slučaju neuspeha u međusobnoj konsultaciji, bilo koja od dve strane može pokrenuti slučaj u skladu sa arbitražnim propisima. Mesto arbitraže je Privredna komora Srbije. Arbitraža je konačna i obavezujuća za obe strane. Troškove arbitraže snosi strana koja je izgubila spor. Tokom arbitraže, obe strane će respektivno ispunjavati svoje obaveze i odgovornosti prema Ugovoru o Ugovoru.

13.2 Zakoni Srbije su primenljivi na uspostavljanje, efektivnost, objašnjenje, izvršenje i rešavanje sporova u vezi sa Ugovorom.

Član 14. Važenje, otkazivanje i raskid Ugovora

14.1 Ugovor stupa na snagu od datuma kada je Ugovor potpisan od strane ovlašćenih potpisnika obe strane, opečatan sa oba korporativna pečata. Ovaj Ugovor će biti raskinut nakon što obe strane ispune obaveze i odgovornosti.

14.2 Ugovor će biti otkazan ili raskinut pod sledećim okolnostima:

(1) Ugovor postaje nemoguće izvršiti zbog više sile;

(2) Komercijalni ugovor je raskinut;

(3) Obe strane su saglasne da raskinu Ugovor.

U slučaju gore pomenuta 3 slučaja, dve strane će se konsultovati za rešenje

Član 15. Obaveštenja

15.1 Sva obaveštenja, zahtevi, uputstva,

15.1 All notices, requests, instructions, documents, and any other form of communication between the contracting parties shall be sent in accordance with the contact details (contact person, appropriate address/e-mail address, telephone number), as follows:

Party A's address for notification purposes:
Contact person: Jin Yu
Address: Hotel Sajam, Hajduk Veljkova 11 Novi Sad 21000, Serbia
E-mail: xiongsaitieluyifenbu@gmail.com
Phone: +381698880420

Party B's address for notification:
Contact person: Vladan Radojičić
Address: Veternik, Novosadski put 99
e-mail: drinacoop@mts.rs
Phone: +381655523434 or +38121510600

15.2 All notices, requests, instructions, documents, and any other type of communication between the contracting parties shall be in writing, except for brief notices and other communications not related to the fulfillment of essential obligations under this Contract including but not limited to scheduling meetings between the parties.

15.3 It will be deemed that a notice, and any other type of communication, has been delivered to the other party:
(a) in case of delivery by registered mail or courier service, at the moment of receipt signing, or

(b) in case of sending by electronic mail, at the moment when the e-mail message appears in the inbox folder of the e-mail recipient.

15.4. In the event that notification is received in the manner referred to in the previous paragraph after 5 PM, during a working day (Monday-Friday), taking into

dokumenti i bilo koji drugi vid komunikacije između ugovornih strana vršiće se u skladu sa kontakt detaljima (osoba za kontakt, odgovarajuća adresa/e-mail adresa, broj telefona), kako sledi:

Adresa strane A u svrhu obaveštenja:
Kontakt osoba: Jin Yu
Adresa: Hotel Sajam, Hajduk Veljkova 11 Novi Sad 21000, Srbija
E-mail: xiongsaitieluyifenbu@gmail.com
Telefon: +381698880420

Adresa strane B radi obaveštenja:
Kontakt osoba: Vladan Radojičić
Adress: Veternik, Novosadski put br. 99
E-mail: drinacoop@mts.rs
Telefon: +381655523434 ili +38121510600

15.2 Sva obaveštenja, zahtevi, uputstva, dokumenti i bilo koja druga vrsta komunikacije između ugovornih strana biće obavljena u pisanoj formi, osim kratkih obaveštenja i druge komunikacije koja nije povezana sa ispunjavanjem suštinskih obaveza iz ovog Ugovora, uključujući, ali ne ograničavajući se na zakazivanje sastanke između stranaka.

15.3 Smatraće se da je obaveštenje i bilo koja druga vrsta komunikacije dostavljena drugoj Strani:
(a) u slučaju isporuke preporučenom poštom ili kurirskom službom, u trenutku potpisivanja prijema ili

(b) u slučaju slanja elektronskom poštom, u trenutku kada se predmetna e-mail poruka pojavi u folderu prijemnog sandučeta (primljeno) primaoca e-pošte.

15.4. U slučaju da do prijema obaveštenja na način iz prethodnog stava dođe posle 17.00 časova u toku radnog dana (ponedeljak-petak), imajući u vidu vremensku zonu koja se primenjuje u Republici Srbiji, ili na dan koji

documentation or facility drawings to a third party. Without the written consent of Party A, Party B should not disclose any documents or materials related to the Commercial Contract and the Contract to any third party or use them for any project other than the Commercial Contract project.

17.3 Party A shall not use such documents, data and other information obtained from Party B for any purpose other than to fulfill the obligations specified herein. Similarly, Party B will not use such documents, data and other information obtained from Party A for any purpose other than to perform the works under this Contract, or for other tasks and services required for the performance of the Contract.

17.4 The obligation of the party according to Paragraphs 17.1 and 17.2 and 17.3, however, will not apply to information when:

(a) it can be proven that that party possessed it at the time of discovery and that it was not previously obtained, directly or indirectly, from the other party; or

(b) it was otherwise lawfully made available to that party by a third party

17.5 The above provisions shall not in any way modify any obligation of confidentiality given by either party prior to the date of the Contract in relation to the performance of works.

17.6 The provisions of this Article 17 shall survive the termination, regardless of cause, for any reason of the Subcontract.

Article 18 Agreement on the Implementation and Application of Prescribed Security Measures

18.1. During the execution of the contractual obligations and during the stay at the

materijale koji se odnose na Komercijalni ugovor i Ugovor bilo kojoj trećoj strani niti da ih koristi za bilo koji drugi projekat osim za projekat Komercijalnog ugovora.

17.3 Strana A neće koristiti takve dokumente, podatke i druge informacije dobijene od Strane B u bilo koju drugu svrhu osim za ispunjavanje obaveza navedenih u ovom ugovoru. Slično, Strana B neće koristiti takve dokumente, podatke i druge informacije dobijene od Strane A u bilo koju svrhu osim za izvođenje radova po ovom ugovoru ili za druge poslove i usluge koji su potrebni za izvršenje Ugovora.

17.4 Obaveza strane prema stavu 17.1 i 17.2 i 17.3, međutim, neće se primenjivati na one informacije koje:

(a) može se dokazati da ga je ta strana posedovala u trenutku otkrivanja i koje nije prethodno dobijeno, direktno ili indirektno, od druge strane; ili

(b) na drugi način zakonito postane dostupna toj strani od treće stranev

17.5 Gore navedene odredbe ni na koji način neće modifikovati bilo koju obavezu o poverljivosti koju je dala bilo koja od strana pre datuma Ugovora u vezi sa izvođenjem radova.

17.6 Odredbe ovog člana 17. ostaju na snazi nakon raskida iz bilo kog razloga Ugovora o Ugovoru.

Član 18. Sporazum o sprovođenju i primeni propisanih mera bezbednosti

18.1. Tokom izvršavanja ugovornih obaveza i tokom boravka na gradilištu, Strana B će u potpunosti poštovati sva pravila o bezbednosti i zdravlju, u skladu sa čl. 19. Zakona o bezbednosti i zdravlju na radu I (Sl.

construction site, Party B will fully comply with all rules for safety and health, in accordance with Article 19 of the Law on Occupational Safety and Health (Official Gazette of the Republic of Serbia, No. 101/2005),

glasnik RS br. 101/2005),

18.2 The parties will coordinate activities related to reducing and mitigating the risk of personal injury to employees, and will inform each other and their employees about the risks and measures for their reduction and elimination.
Party B will secure insurance for its engineers and workers engaged on site (accident and emergency medical insurance must be provided). Party B will also provide the list and identification number of its engineers and workers to General Party A for recording (General Party A will be promptly informed of any changes and updates to this list), in case of accidental loss within the Subcontract Works performed by Party B, Party B will assist Party A in claiming insurance.

18.2 Strane će koordinirati aktivnosti koje se odnose na smanjenje i ublažavanje rizika I za lične povrede zaposlenih, i obaveštavaće jedna drugu i svoje zaposlene o rizicima i merama za njihovo smanjenje i otklanjanje.
Strana B će obezbediti osiguranje za svoje inženjere i radnike angažovane na gradilištu (mora biti obezbeđeno osiguranje od nesreće i hitne slučajeve bolesti). I treba da dostavi listu i identifikacioni broj svojih inženjera i radnika Generalnoj strani A radi snimanja (Opšta strana A će biti blagovremeno obaveštena o svim promenama i ažuriranjima ove liste), u slučaju nesrećnog gubitka u okviru Podizvođački radovi koje je izvršila Strana B, Strana B će pomoći Strani A u potraživanju osiguranja.

18.3 The work of the coordination officer for the implementation of measures to ensure the safety and health of employees is performed by a representative delegated by Party B (in accordance with Article 19 of the Law on Occupational Safety and Health).

18.3 Posao službenika za koordinaciju za sprovođenje mera za obezbeđenje bezbednosti i zdravlja zaposlenih, obavlja predstavnik koga delegira Strana B (u skladu sa članom 19. Zakona o bezbednosti i zdravlju na radu)

18.4 Party B warrants to provide personnel protection measures for its employees engaged on the Subcontract Works, and in accordance with the requirements of the security company employed by General Party A and engineers.

18.4 Strana B se obavezuje da obezbedi mere zaštite osoblja za svoje zaposlene na navedenim ugovorenim radovima iu skladu sa zahtevima bezbednosne kompanije zaposlene od strane Opšte strane A i inženjera.

18.5 Party B shall be solely and exclusively liable for any damage or accident suffered by its employees or third parties (including property damage) resulting from the performance of Party B's contractual obligations or its conduct (including its

18.5 Strana B će biti jedina i isključiva odgovorna za svaku štetu, ili nezgodu, koju pretrpe njeni zaposleni ili treća lica (uključujući štetu na njihovoj imovini), a koja proističe iz izvršavanja ugovornih obaveza Strane B ili njegovog ponašanja (uključujući njene propuste). Strana B, njeni zaposleni ili treća lica, neće imati, niti pokretati, bilo kakve zahteve ili potraživanja protiv Opšte

omissions). Party B, its employees or third parties shall not have, or bring, any demands or claims against General Party A in these terms.

18.6 The parties stipulate that Article 18 of this Contract shall be considered as an Agreement on the implementation and application of legal measures for the safety and health of persons engaged on the construction site, by the parties, regardless of whether these persons have been engaged as employees or otherwise.

18.7 Party B shall fully comply with regulations relating to environmental protection, as well as rules and procedures relating to conduct on site.

18.8 With regard to occupational health and safety, Party B shall:

- inform the relevant authority about the beginning of the Subcontract Works;
- prepare an act on the implementation of occupational safety measures;
- train its staff for safe work;
- determine the physical/psychological ability of its staff before assigning them to jobs requiring special working conditions;
- fully execute the instructions received from the Coordinator of works in accordance with the provisions of Article 6 and 13 of the Regulation on Occupational Safety and Health on Temporary or Mobile Construction Sites (Official Gazette of the Republic of Serbia, Nos. 14/2009 and 95/2010);
- instruments, manuals or mechanical, must be technically correct during the execution of Subcontract Works. Instruments which are subject to periodic inspection, must have a valid professional certificate at the time of execution of Subcontract Works.

strane A po ovim osnovama.

18.6 Strane su saglasne da će se član 18. ovog Ugovora smatrati Ugovorom o sprovođenju i primeni zakonskih mera bezbednosti i zdravlja lica angažovanih na gradilištu, od strane Strana, bez obzira da li su ta lica angažovana kao zaposleni ili na drugi način.

18.7 Strana B će u potpunosti poštovati propise koji se odnose na zaštitu životne sredine, kao i pravila i procedure koje se odnose na ponašanje na lokaciji.

18.8 U pogledu zaštite na radu, Strana B će:

- obavesti nadležni organ o početku Ugovora;
- pripremi akt o sprovođenju mera zaštite na radu;
- obuči svoje osoblje za bezbedan rad;
- utvrdi fizičku/psihološku sposobnost svog osoblja prije raspoređivanja na radna mjesta sa posebnim uslovima rada;
- u potpunosti izvršava uputstva Koordinatora za radove u skladu sa odredbama čl. 6. i 13. Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima (Sl. glasnik RS 14/2009 i 95/2010);
- instrumenti, ručni ili mehanički, moraju biti tehnički ispravni tokom procesa izvođenja Podizvođačkih radova. Instrumenti, koji podležu periodičnom pregledu, moraju imati važeći profesionalni sertifikat u trenutku izvođenja Podizvođačkih radova.

Član 19. OSTALE ODREDBE

Article 19 OTHER PROVISIONS

19.1 Party B shall not, without the express prior written consent of Party A, assign to any third party the Subcontract, or any part thereof, or any right, benefit, obligation, or interest in or under it.

19.2 Party B knows that Party A's acceptance of Party B as a subcontractor for this project must be approved by the owner. In the event that the Employer does not approve Party B as a subcontractor for the works, for any reason, this Contract will be null and void and both parties agree that they will not have any claims, on any grounds, against each other.

19.3 For matters not covered herein, the Contractor and the Subcontractor may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract.

19.4 The appendix is an integral part of the Contract and has the same legal effect as the Contract.

19.5 This Subcontract has been drafted in bilingual form, in English and Serbian, in case of a discrepancy, the English shall prevail.

This Subcontract has been executed in four counterparts, two for either party.

19.1 Strana B neće, bez izričitog prethodnog pismenog pristanka Strane A, preneti bilo kojoj trećoj strani Ugovor ili bilo koji njegov deo, ili bilo koje pravo, korist, obavezu ili interes u njemu ili po njemu.

19.2 Strana B zna da prihvatanje Strane A od strane B kao podizvođača ovog projekta mora biti odobreno od strane vlasnika. U slučaju da Naručilac ne odobri Stranu B kao Podizvođača za radove iz bilo kog razloga, ovaj Ugovor će biti ništav i obe strane su saglasne da neće imati bilo kakva potraživanja po bilo kom osnovu jedna protiv druge.

19.3 Za pitanja koja nisu obuhvaćena ovim Ugovorom, Dobavljač i Podizvođač mogu sklopiti dodatak ili dopunski ugovor, koji će imati isto pravno dejstvo kao Ugovor.

19.4 Dodatak je sastavni deo Ugovora i ima isto pravno dejstvo kao i Ugovor.

19.5 Ovaj ugovor se sastoji od dva jezika, engleskog i srpskog, a u slučaju neslaganja, engleski će imati prednost.

Ovaj ugovor je sačinjen u četiri primerka, od kojih dva drži strana A i dva drži Strana B

For and on behalf of Party A:

Za i u ime Strane A:

Mr. Chen Zhongzheng

For and on behalf of Party B:

Za i u ime Strane B:

Mr. Vladan Radojičić, Director